



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **PD-2**

May 1, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**INSTALLATION OF CATCH BASIN TRASH EXCLUDERS  
IN THE CITY OF LA CAÑADA FLINTRIDGE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
CITY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Chairman of the Board to sign the enclosed Agreement between the Los Angeles County Flood Control District and the City of La Cañada Flintridge. The Agreement provides for the District to install catch basin trash excluders within the City, and for the City to accept ownership of the trash excluders and to finance and perform the future operation and maintenance activities.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Public Works, on behalf of the Los Angeles County Flood Control District, proceeded with a project to install trash excluders on approximately 43 City-owned catch basins in the City of La Cañada Flintridge. The trash excluders will reduce the amount of trash entering storm drains in the Los Angeles River Watershed. The trash excluders were installed on the catch basins that historically collect large amounts of trash. These catch basin excluders were constructed as part of a contract for the installation of such devices in the Cities of Los Angeles and La Cañada Flintridge, which was awarded on May 30, 2006, Item 67.

Your Board's approval of the enclosed Agreement is necessary for the delegation of maintenance responsibilities of the trash excluders. The City of La Cañada Flintridge will accept ownership of the trash excluders upon installation and will be responsible for future operation and maintenance.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Plan Goal of Service Excellence since it will reduce the amount of trash entering municipal storm drains and improve water quality in the streams and ocean.

### **FISCAL IMPACT/FINANCING**

The recommended action will have no fiscal impact.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement has been reviewed and approved as to form by County Counsel and was executed by the City of La Cañada Flintridge.

### **ENVIRONMENTAL DOCUMENTATION**

On November 8, 2005, Item 30, your Board found this project categorically exempt from the California Environmental Quality Act.

The Honorable Board of Supervisors  
May 1, 2007  
Page 3

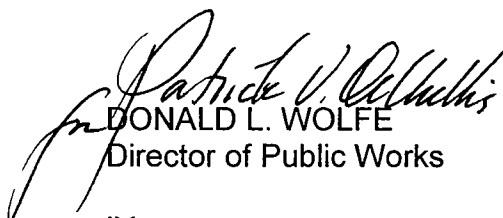
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon completion, this project will reduce the amount of trash entering storm drains and improve the quality of the environment. Upon installation, the City of La Cañada Flintridge will be responsible for future operation and maintenance of the catch basin trash excluders within its jurisdiction.

**CONCLUSION**

Enclosed are three copies of the Agreement. Upon approval by your Board, please return two copies of the Agreement marked ORIGINAL along with one adopted copy of this letter for future processing. The Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LA CAÑADA FLINTRIDGE, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

## WITNESSETH

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles (hereinafter referred to as COUNTY) and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering CITY storm drains within CITY by having DISTRICT install 43 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 43 CITY-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, (hereinafter referred to as CIWMB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$100,000, to be reimbursed by CIWMB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$30,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when

necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$100,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDER suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins, at no cost to DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location maps and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. To be and to remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT which includes but is not limited to, patrol and relieve plugging, especially during storms.
- h. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
  - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
  - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
  - iii. Patrol and relieve plugging, especially during storms.
- i. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- j. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof

including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$100,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.

- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32061 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of March 22, 1978, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.



- [illegible]

**Director of Public Works  
City of La Cañada Flintridge  
1327 Foothill Boulevard  
La Cañada Flintridge, CA 91011-2137**

Mr. Donald L. Wolfe  
Chief Engineer of the  
Los Angeles County Flood Control District  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LA CAÑADA FLINTRIDGE on 5<sup>th</sup> day of February, 2007, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES  
acting on behalf of the Los Angeles  
County Flood Control District

By \_\_\_\_\_  
Chairman, Board of Supervisors

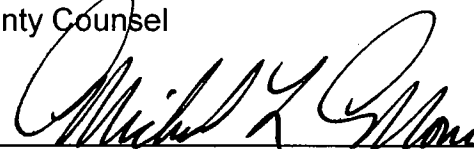
ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

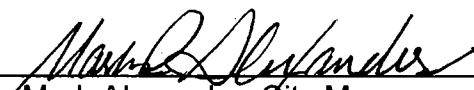
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

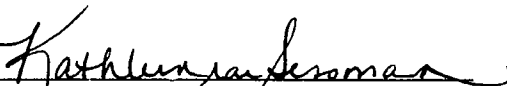
RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

CITY OF LA CAÑADA FLINTRIDGE

By   
Mark Alexander, City Manager

ATTEST:

By:   
Kathleen R. Sessman, City Clerk

By   
Mark Steres, City Attorney